Where the purpose of an express trust is fulfilled or fails and a surplus remains, there is normally a resulting trust to the donor or his heirs. *Easterbrooks* v. *Tillinghast*, 5 Gray (Mass.) 17; *Hopkins* v. *Grimshaw*, 165 U. S. 342. But this rule does not apply where there are circumstances indicating an intention that the trustee or *cestui que trust* should take beneficially. *Clarke* v. *Hilton*, L. R. 2 Eq. 810. English courts find such an intention when a gross sum or the total income of property is given in trust, and allow the beneficiary to take absolutely, construing any special purpose assigned as merely indicative of the donor's motive. *In re Andrew's Trust*, [1905] 2 Ch. 48; see *In re Sanderson's Trust*, 3 K. & J. 497, 503. Even where the donor has tried to limit the *cestui que trust's* right, as by the attempted creation of a spendthrift trust, in some jurisdictions the property is nevertheless his. Though the trustees are to apply the property to his support, if they cannot deprive him of his vested estate creditors may reach it as the *cestui que trust's* own. *Green* v. *Spicer*, 1 R. & My. 395; *Hutchinson* v. *Maxwell*, 100 Va. 169, 40 S. E. 655. *A fortiori* where there is no question of contravening the donor's intent, the beneficiary should be absolutely entitled to the property in any jurisdiction, where the special purpose is not the *raison d'être* of the trust. It is a reasonable assumption in the principal case that the testator primarily intended that his son take the estate beneficially and that his mention of a particular institution was merely a direction as to the application thereof.

VENDOR AND PURCHASER — REMEDIES OF VENDOR — ENFORCEABILITY OF EXPRESS LIEN WHEN STATUTE OF LIMITATIONS BARS DEBT. — The defendant conveyed land to a third party, expressly reserving in the deed a lien for the unpaid purchase price. The third party conveyed to the plaintiff, who did not assume the debt. The plaintiff sues to quiet his title, the Statute of Limitations having run on the debt. The bill also alleged laches. *Held*, that the bill be dismissed. *Wilson* v. *Davis*, 86 So. 686 (Fla.).

For a discussion of the principles involved in this case see NOTES, page 779, *supra*.

WAREHOUSEMEN — WAREHOUSE RECEIPTS: PLEDGE OF A NEGOTIABLE RECEIPT TO THE ISSUING WAREHOUSEMAN. — The plaintiff sent goods to a factor for sale on commission. The factor stored the goods in the defendant's warehouse, taking a non-negotiable receipt. Subsequently he exchanged this receipt for a negotiable receipt, and immediately indorsed and delivered the latter to the defendant, as collateral security for a loan to himself. The defendant knew nothing of the agency, and acted throughout in good faith. The plaintiff brings replevin for the goods in the defendant's hands. A statute makes warehouse receipts negotiable "in the same manner as inland bills of exchange." The Uniform Sales Act is in force. *Held*, that the plaintiff can recover. *Decker & Sons* v. *Milwaukee Cold Storage Co.*, 180 N. W. 256 (Wis.).

It is an old and well-settled principle that a factor with authority to sell has no right to pledge the goods for his own debt, and that his pledgee acquires no rights against the principal. *Paterson* v. *Tash*, 2 Strange, 1178; *Allen* v. *St. Louis National Bank*, 120 U. S. 20. Nor can a factor make a valid pledge by taking, without authority, a negotiable warehouse receipt for the goods, and pledging it. *Commercial Bank* v. *Hurt*, 99 Ala. 130, 12 So. 568. But if he has express or implied authority to store the goods and take a negotiable receipt for them, a *bona fide* purchaser or pledgee of the receipt is protected against the prior owner. *Commercial Bank* v. *Canal-Louisiana Bank*, 239 U. S. 520. (This case was decided on the basis of §§ 40, 41, and 47 of the Uniform Warehouse Receipts Act; §§ 32, 33, and 38 of the Sales Act are to the same effect.) In the principal case, the court did not consider the extent of the factor's authority to warehouse. Nor did it consider whether, in any event, the maker of

the receipt may, upon pledge to him, be treated as a purchaser or holder. The latter point has not previously been decided; but on analogy to the later and better view regarding a similar situation in the law of bills and notes, the warehouseman might well have been treated as any other purchaser, and hence protected. See *Morley* v. *Culverwell*, 7 Mees. & W. 174; *National Bank* v. *Lindsay*, 2 Boyce (Del.), 83, 78 Atl. 407; *Horn* v. *Nicholas*, 138 Tenn. 453, 201 S. W. 756. The court, however, merely treated the whole transaction as, in total effect, a pledge of the goods. Such reasoning, while perhaps sufficient to reach correct results in some cases, is technically inaccurate and is likely to produce results seriously in conflict with commercial usage and understanding.

BOOK REVIEWS

TRACTATUS DE BELLO, DE REPRESALIIS ET DE DUELLO. By Giovanni da Legnano. Edited by Thomas Erskine Holland. Washington: The Carnegie Institution. 1917. pp. xxxviii, 458.

DE INDIS ET DE JURE BELLI RELECTIONES. By Franciscus de Victoria. Edited by Ernest Nys. Washington: The Carnegie Institution. 1917. pp. 475.

DE JURE ET OFFICIIS BELLICIS ET DISCIPLINA MILITARI LIBRI III. By Balthazar Ayala. Edited by John Westlake. Washington: The Carnegie Institution. 1912. 2 vols. pp. xliv, 227; xii, 250.

These volumes belong to the series entitled "Classics of International Law." The general editor is Dr. James Brown Scott, Secretary of the Carnegie Endowment for International Peace. In each instance the reader is furnished with a facsimile of an early and trustworthy text, a translation into English, and an introduction by a special editor. The result is a firm foundation for scholarly investigation. The series is not yet complete, but it already contains so many volumes that comparison of one volume with another throws much light on the history of international doctrine.

The three authors named above antedate Grotius, and consequently are ancient from the point of view of international lawyers. It is true, to be sure that, as international law is simply a collection of the rules observed, or at least supposed to be observed, by states in their relations with each other, there was some sort of international law as soon as there were two states. It is true also that occasional statements regarding international practices are found in the Bible, in the Greek classics, and in the Latin classics. (1 OPPENHEIM'S INTERNATIONAL LAW, 3d ed., §§ 37–40.) Yet for thousands of years international law was not treated as a separate branch of knowledge. Its problems were commingled with those of government, ethics, and theology. In the middle ages there was abundant reason for such confusion; for the Church was the center of almost all learning, and, besides, the Church believed itself to have the right and the duty to control the State or at least to advise and reprimand the State's rulers. Thus the *Decretum* of Gratian, dating from between 1139 and 1150, and soon afterwards to be embodied in the *Corpus Juris Canonici*, gives in *Causa XXIII* of its second part a discussion of war, and more particularly of private war, the mediaeval link between the ancient blood feud and the vendettas still found in a few mountainous regions. So too the *Summa Totius Theologiae* of St. Thomas Aquinas, dating from between 1265 and 1274, has something to say on the same subject in the fortieth question discussed in the *Secunda Secundae*. The consequence is that the general editor of a series of classics of international law encounters difficulties. What is he to do with books devoted principally to subjects other than